BAPTIST HOSPITAL, INC. SCHOOL AFFILIATION AGREEMENT

This Agreement is made and entered into as of April 18, 2006, by and between UNIVERSITY OF WEST FLORIDA ("School") and BAPTIST HOSPITAL, INC. ("Hospital")

WITNESSED:

WHEREAS, School offers to enrolled students a BS degree Program in the field of Clinical Laboratory Sciences and

WHEREAS, Hospital manages a comprehensive acute care medical-surgical facility; and

WHEREAS, School desires to provide to its students a clinical learning experience through the application of knowledge and clinical skills in actual patient-centered situations in a health care facility; and

WHEREAS, Hospital has agreed to make its facility available to School for such purposes.

NOW, THEREFORE, In consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Responsibilities of School

(a) Clinical Program: School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

(I) orientation of students to the clinical experience at Hospital;

(II) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital

(III) preparation of clinical laboratory rotation plans for each student and coordination of same with Hospital;

(IV) continuing oral and written communication with Hospital regarding student performance and evaluation, absences, and assignments of students, and other pertinent information;

(V) general supervision of students and their performance at Hospital through periodic visits and consultation with the laboratory education coordinator;
(VI) performance of such other duties as may from time to time be agreed to between School and Hospital.

(VIII) School shall provide instructors who meet the Program’s accreditation standards and requirements.

All students, faculty, employees, agents, and representatives of School participating in the Program at Hospital (the “Program Participants”) shall be accountable to the Hospital’s Department, while on Hospital’s premises.

(b) Student Statements: School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A and a Statement of Confidentiality in the form attached hereto as Exhibit B.

(c) Insurance:

(I) School shall, at School’s own expense, carry and maintain occurrence type professional liability/malpractice insurance in amounts not less than $1,000,000 per occurrence and $3,000,000 in the aggregate. If occurrence type liability insurance is not available, School shall purchase claims-made type professional liability insurance covering the same amounts.

(II) School shall at its own expense, carry, maintain and provide workers’ compensation Insurance and unemployment insurance for any and all Service personnel assigned to Hospital if applicable.

(III) For insurance required under clause (I) of this paragraph School will notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy. School shall provide to hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.

(d) Health of Participants: School and/or the Program Participant shall be responsible for arranging for the Program Participant’s medical care and/or treatment, if necessary, including transportation, in case of illness or injury while participating in the Program at Hospital. School shall verify that the student and/or faculty are free of communicable diseases (i.e. skin test and up-to-date vaccines.) In no event shall hospital be financially or otherwise responsible for said medical care and treatment.

(e) Dress Code: Breaks: School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital’s standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals, where applicable. Program Participants shall pay for their own meals at Hospital.
(f) **General Standards:** All faculty provided by School shall be duly licensed, certified, or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state and federal laws, JCAHO (Joint Commission on Accreditation of Healthcare Organizations) standards and guidelines of all applicable accrediting bodies and the Bylaws, rules and regulations, and policies of Hospital, and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein. School shall assign to Hospital students who have completed sufficient classroom and other course work to allow students meaningful participation in a clinical experience and so that the students can participate in the Program without disruption to patient care or any other Hospital operations.

(g) **School Status:** School represents and warrants to Hospital that the School and its students providing services hereunder:

(I) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b (f) (the “Federal health care programs”);

(II) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs, and

(III) are not under investigation or otherwise aware of any circumstances which may result in the School being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Section, shall give Hospital the right to immediately terminate this Agreement for cause.

(h) **Background Checks/10 Panel Urine Drug Screen.** School represents that each student assigned to the Program and when applicable, each member of the staff/faculty who is responsible for supervision and/or instruction of students in the Hospital will have undergone a 10 Panel Urine Drug Screen and a background check prior to participating in Hospital clinical programs. The background check will include, at a minimum, the following:

(I) Social Security number verification;

(II) Multi-county, statewide felony/misdemeanor criminal record search for all cities/states of last five years of residency;

(III) HHS/OIG list of excluded individuals/entities - GSA list of parties excluded from federal programs;
Should the background check or 10 Panel Drug Screen disclose adverse information as to any student and a member of the staff/faculty, School shall immediately remove said student and/or member of the staff/faculty from the Hospital rotation upon Hospital's request.

2. Responsibilities of Hospital

(a) Hospital shall accept the students assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such students who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations, as determined by Hospital in its sole discretion. Hospital shall coordinate School’s rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all time retain ultimate control of the Hospital and responsibility for patient care.

(b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant’s performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. Withdrawal of Program Participant

Hospital may request School to withdraw or dismiss a student or other Program Participant from the Program at Hospital when his/her clinical performance is unsatisfactory to Hospital or his/her behavior in Hospital’s discretion is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant’s participation in the Program shall immediately cease. It is understood that the School or Hospital can dismiss the Program Participant from the Program at Hospital.

4. Independent Contractor; No Other Beneficiaries

The parties hereby acknowledge that they are independent contractors and neither the School nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts, and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance, or other benefits. No student or other third person is entitled to, and shall not; receive any rights under this Agreement.
5. Confidentiality

To the extent permitted by law, School and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and its operations and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital. School shall not disclose the terms of this Agreement to any person who is not a party to this agreement except as required by law, accrediting agency or as authorized by Hospital. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach or, not withstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

6. Indemnification

School shall indemnify and hold harmless, to the extent permitted by Florida law, Hospital and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages, and expenses, including reasonable attorneys’ fees, relating to or arising out of any act or omission of the School or any of its faculty, students, agents, representatives, and employees under this Agreement, including, but not limited to claims for personal injury, professional liability or with respect to the failure to make proper payment of required taxes, withholding, employee benefits, or statutory or other entitlements.

Hospital shall indemnify School against liabilities, claims, damages and expenses, including reasonable attorneys’ fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Hospital’s performance of duties hereunder.

7. Records

Any records that are generated as part of the students’ participation in the Program at the Hospital as it relates to patient care shall be the property of Hospital. School and its students agree to keep and maintain any and all medical records as may be required by federal, state, or local law and regulations including JCAHO and Hospital policies and procedures. School agrees that in no event shall its Program Participants, students, supervisors, employees, or agents remove or cause to be removed any original or copied Protected Health Information (as defined in the Health Insurance Portability and Accountability Act of 1996) from the physical premises of the Hospital. School agrees that removing or causing the removal of Protected Health Information, whether in original, electronic or copied form, will constitute ground for immediate dismissal of the involved Program Participant, student, supervisor, employee, or agent from the Program.
8. Term: Termination

(a) The initial term of this Agreement shall be three (3) years, commencing April ______ 2006. At the end of said initial term, unless otherwise terminated as provided herein, this Agreement may be renewed for one-year successive terms upon mutual agreement of the parties.

(b) Except as otherwise provided herein, either part may terminate this Agreement at any time upon at least ninety (90) days written notice, provided that all students currently enrolled in the Program at Hospital and in compliance with all terms of this Agreement at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed twelve (12) months.

9. Entire Agreement

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement. All continuing covenants, duties, and obligations shall survive the expiration or termination of this Agreement.

10. Severability

If any provisions of this Agreement are held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

11. Captions

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

12. No Waiver

Any failure of a party to enforce that party’s rights under any provision of this Agreement shall not be construed or act as a waiver of said party’s subsequent right to enforce any of the provisions contained herein.

13. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
14. Assignment; Binding Effect

Neither party may assign or transfer any of its rights, duties, or obligations under this Agreement in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

15. Notices

All notices, requests, demands, or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, return receipt requested, or by overnight mail by a reputable overnight carrier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital: BAPTIST HOSPITAL, INC
1000 West Moreno St,
Pensacola, FL 32501
Diane Wilbanks,
Attention: Chief Executive Officer

If to School: University of West Florida Medical Technology Program
11000 University Parkway,
Pensacola, FL 32514
Attention: Swarna Krothapalli, Program Director

or to such other persons or places as either party may from time to time designate by written notice to the other.
16. HIPAA Requirements

To the extent applicable, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 132d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health information (as defined in 45 C.F.R. Section 164.501) or individually identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. In addition, the parties agree to comply with any applicable state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

The School shall direct its students to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 C.F.R. parts 160 and 164. Solely for the purpose of defining the students’ role in relation to the use and disclosure of Hospital’s protected health information, the students are defined as members of the Hospital’s workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees of Hospital.

17. Civil Rights

Each party agrees to comply with Title VI of the Civil Rights of 1964 and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (45 C.F.R. Part 80, as amended from time to time) issues pursuant to that Title, to the end that, no person in the United States shall on the ground of race, color, or natural origin, be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which federal funds are used in support of the respective party’s activities.


Attached as Exhibit C are additional terms agreed to by the parties detailing the guidelines of the Program.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove written.

ATTEST: ______________________________________________

HOSPITAL:

(Baptist Hospital, Inc.)

By: ________________________________

Print Name: MARK FAULKNER

Title: V. P., Operations

Date: 4/17/06

SCHOOL:

(University of West Florida)

By: ________________________________

Print Name: Sandra Flake

Title: Provost

Date: 4/28/06

APPROVED AS TO FORM AND LEGALITY

UWF ATTORNEY
EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided to the undersigned in the form of experience in clinical laboratory testing of patients at Baptist Hospital ("Hospital"), the undersigned, and his/her heirs, successors, and/or assigns does hereby covenant and agree to be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by University of West Florida ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Dated this _____ day of ______________, 20____

________________________________________

Program Participant

WITNESS:

______________________________________

Print Name: ____________________________
EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal and state laws and regulations to keep confidential information of Hospital. The undersigned agrees that the law prohibits the unauthorized disclosure to any person or persons, except authorized clinical staff and associated personnel, any specific information regarding any patient, and further agrees not to reveal to any third party any confidential information of Hospital, except as provided by law.

Dated this __________ day of __________, 20 ______

________________________________________
Program Participant

WITNESS:

________________________________________

Print Name:
EXHIBIT C
Additional Provisions

The undersigned parties hereby agree to add the following items which pertain to the clinical laboratory rotations of University of West Florida Students placed for training at Baptist Hospital.

Responsibilities of the School

1. The School shall have the primary responsibility for the quality of instruction and for maintaining national accreditation and approval of the Training Program by State of Florida. The School shall pay the accreditation fees, site survey costs, and other expenses incurred to obtain and maintain national accreditation and state licensure for the training program.

2. The School shall maintain standards of the Program as recommended and prescribed by all governing bodies regulating the Program.

3. The School shall appoint one of the Medical Technology Program Faculty as a Clinical Site Coordinator, who will visit the Hospital Laboratory on a regular basis. The Clinical Site Coordinator shall maintain ongoing communication with the Education Coordinator and other clinical laboratory professionals at the Hospital, monitor students' progress in clinical rotations, and provide feedback to the Program Director.

4. The School shall also:
   a) provide classroom theory and practical instruction to students prior to their clinical rotations at the Hospital laboratory
   b) conduct an orientation session for students to the clinical experience at Hospital
   c) prepare student assignments and rotation plans for each student and shall coordinate same with Hospital
   d) communicate with Hospital regarding student's performance and evaluation, student's progress in clinical lab rotations and other pertinent information
   e) provide general supervision of students' performance at Hospital
   f) perform other duties as may from time to time be agreed to between University and Hospital

5. The School shall prepare students for Hospital rotations by instructing them about:
   a) complying with Hospital policies and procedures on which the Hospital has oriented students
   b) the confidential nature of all patient information including medical information and their responsibility to keep this information confidential
   c) strictly adhering to laboratory regulations of safety, attendance and dress code
   d) Occupational Safety and Health Act, 29 U.S.C 653,655,657 as it relates to all aspects of blood borne pathogens and biohazards. The School shall maintain records of this education and provide a copy of these records to Hospital
   e) meeting the performance goals under the guidance and supervision of
clinical instructors

Responsibilities of the Hospital

1. The Hospital shall provide orientation for students regarding Hospital rules, regulations and policies, including but not limited to, JCAHO, Hospital confidentiality guidelines and hospital policies regarding medical records.

2. The Hospital shall accept the students assigned to the Hospital by the University and shall provide reasonable opportunities for the students to observe, practice and assist in various aspects of clinical laboratory testing and operations, to the extent permitted by applicable law. Hospital at all times retains ultimate control and responsibility for patient care.

3. The Hospital shall designate a laboratory staff member, a certified, practicing Medical Technologist who has working knowledge of educational methodologies and evaluation, as Clinical Education Coordinator. The Education Coordinator shall supervise the structured educational experiences at the clinical facility and serve as the chief contact person for the University faculty.

4. The Hospital shall provide practical training and experience in all the areas of Generalist-Medical Technologist Certification, to include 28 weeks of clinical rotations, the credit earned for which will be converted in to equivalent transcript credit in semester hours, as follows:

<table>
<thead>
<tr>
<th>Hospital Rotation</th>
<th>40 hrs/week</th>
<th>Equivalent University Course</th>
<th>SH</th>
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<tbody>
<tr>
<td>Diagnostic Microbiology</td>
<td>5</td>
<td>MLS 4821L Diag Microbiology II-</td>
<td>4</td>
</tr>
<tr>
<td>Hematology &amp; Coagulation</td>
<td>5</td>
<td>MLS 4822L Hematology II-</td>
<td>4</td>
</tr>
<tr>
<td>Clinical Chemistry</td>
<td>5</td>
<td>MLS 4820L Clinical Chemistry III-</td>
<td>4</td>
</tr>
<tr>
<td>Special Chem &amp; TB/Mycology</td>
<td>3</td>
<td>MLS 4824 Sp Clinical Methods II-</td>
<td>2</td>
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<tr>
<td>Immunohematology/Serology</td>
<td>6</td>
<td>MLS 4823L Immunohematology II-</td>
<td>4</td>
</tr>
<tr>
<td>Urinalysis, Parasit &amp; Phlebo</td>
<td>3</td>
<td>MLS 4825L UA/Body Fluids II-</td>
<td>2</td>
</tr>
<tr>
<td>Miscellaneous/Make-up</td>
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<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Spring Vacation</td>
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</tr>
<tr>
<td>Total No of Weeks</td>
<td>29</td>
<td>Total Credit (Semester Hours)</td>
<td>20</td>
</tr>
</tbody>
</table>

Such training and experiences shall include:
- Training and practice in all of the clinical laboratory procedures performed in each department
- Training and practice in laboratory functions such as quality control, quality assurance, maintenance and trouble shooting of lab instruments; communication with patients, physicians, and other health professionals; introduction to operational policies and procedures in laboratory management, supervision, quality assurance, and regulatory compliance;
- Participation in continuing education, in-service, and safety programs;
- Practice of professional ethics and precise work habits that are compatible with patients' welfare and laboratory efficiency.
5. The Hospital shall assist the University in the evaluation of each student's performance in Hospital based clinical rotations. Hospital shall maintain individual student records of grading and performance evaluations. However, University shall at all times remain solely responsible for the final evaluation and reporting grades of the students to the University Registrar.

6. The Hospital shall ensure that students' clinical experiences are based on sound educational objectives aimed at developing a well qualified medical technologist capable of performing as a staff medical technologist upon graduation. Students shall not be, in any significant way, responsible for the service function of the Hospital laboratory. However students must be permitted maximal possible practical experience under qualified supervision.

7. The Hospital shall cooperate and support the University's effort to obtain/maintain accreditation and licensure of the University's Program. Hospital agrees to assist in preparation of self study by providing documents which are needed for accreditation of the program and for other regulatory agencies.

8. The Hospital shall provide conference and meeting rooms as required and needed for student seminars, as space is available.

9. The Hospital shall provide students in the Program access to emergency medical care when on Hospital's premises. Payment of such care will remain the responsibility of individual receiving the treatment.

10. To the extent that Hospital maintains records regarding the student's educational experience, such as attendance, observations and ratings, Hospital agrees that it will not release, except to the University or its agents or employees, such personal information contained therein, without the written consent of the student or as provided in Section 1002.22, Florida Statutes, and the Family Educational Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. § 1232g.

Joint Responsibilities

1. Both parties share the responsibilities for the educational supervision, evaluation and grading of student's performance in clinical rotations.

2. Hospital reserves the right to specify the number of students in a class. The specific number of students to be assigned to the Hospital will be discussed and agreed to by parties prior to the beginning of each class (during the Fall semester).

3. Students, while at the Hospital, are subject to Hospital policies, rules and regulations concerning all aspects of clinical training at the Hospital. The Hospital retains the privilege of requesting the University to remove a student from the Hospital's program at any time during the clinical training period because of failure in personal conduct, failure in performing clinical procedures, and/or failure to adhere to Hospital policies. In such an event, the student's participation at Hospital shall immediately cease. A written report of the circumstances shall be submitted by Hospital to the appropriate University
official. It is understood that only University can dismiss student from the Program.

4. Both Hospital and University shall provide training to students and enforce the practice of laboratory safety procedures and protocols, with special reference to OSHA Blood-borne Pathogen Standards and other laboratory safety practices.

**Supervisory Responsibilities for Students**

1. **Direct Supervision**: the Education Coordinator at the Hospital shall be responsible for supervising the students in clinical rotations and assuring that all learning activities in each phase of the practicum are achieved at or above the minimum competency level. If a student does not meet minimum competency levels, Hospital shall notify the University.

2. While rotating through various sections of the clinical laboratory, the student is under the direct supervision of the section supervisor and/or teaching technologist in the area. Each clinical instructor shall evaluate the student’s performance and apprise the Education Coordinator of the student’s progress in each area on a weekly basis.

3. While in clinical rotations students are also under the general supervision of the Clinical Site Coordinator from the University.

**Student Health and Safety Policies**

1. University shall require and provide proof that students meet the following health standards prior to entrance into the Hospital Phase of the Program:
   
   - General Health Screening and Physical Examination
   - Evidence of immunity or immunization for mumps, measles, rubella and chicken pox
   - Tuberculosis screening. Evidence of a negative PPD skin test within three months of beginning clinical experience, or if positive PPD, evidence of no active disease, i.e. negative chest x-rays on record
   - Hepatitis B vaccination series or proof of refusal
   - Proof of completion of training courses on HIV/AIDS, Prevention of Medical Errors and Florida Laws and Rules governing clinical laboratories and clinical laboratory personnel
   - Evidence of health insurance (may be waived for students demonstrating hardship)

2. Hospital shall provide access to emergency medical care for School’s students or Faculty in the Program when on Hospital premises. Payment for such care will be the responsibility of the individual receiving treatment.